

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

JOSE G. BROCE PINILLA,

Plaintiff,

v.

**INTERNATIONAL UNION BANK,
LLC,**

Defendant.

Case No.: 3:23cv01525 (RAM-
GLS)

RE: *Collection of Money
Breach of Contract
Damages*

(Bench Trial)

**MOTION INFORMING DEFENDANT INTERNATIONAL UNION BANK, LLC'S
FAILURE TO TRANSFER FUNDS TO PLAINTIFF, AS AGREED IN THE JOINT
STIPULATION**

TO THE HONORABLE COURT:

NOW COMES, Plaintiff, José G. Broce Pinilla ("Mr. Broce" or "Plaintiff"), by his undersigned attorneys, and very respectfully states and prays:

1. On November 17, 2023, the parties agreed and requested the Magistrate Judge to cancel the hearing scheduled for November 21, 2023, and, instead, recommend to the Court to issue an Order of Attachment by consent in the amount of the remaining balance in Mr. Broce's account ending in 9069 (\$529,602.81), but hold it in suspense until today, December 5, 2023, pending the Bank's successful transfer of the remaining balance to Mr. Broce. **[Docket No. 34]**

2. On November 22, 2023, the Honorable Court granted the parties' Joint Stipulation on Attachment Request and Hearing

[Docket No. 34], per the Magistrate Judge's Report and Recommendation. **[Docket No. 38]**

3. Per the terms of the stipulation, IU Bank agreed to transfer to Mr. Broce Pinilla the remaining available balance in his bank account, which is \$529,602.81, on or before December 5, 2023, or otherwise the Order of Attachment by Consent would become effective, and Mr. Broce would be entitled to execute the same. **[Docket No. 34]**

4. Defendant IU Bank failed to comply with providing evidence of the transfer of the funds to Plaintiff's account by midnight, December 5, 2023, as agreed by the Parties. Instead, at 9:24 PM of December 5, 2023, counsel for IU Bank indicated to counsel for Plaintiff that: "funds in an amount equivalent to the amount of the attachment were transferred today to IU Bank...Tomorrow, as soon as the funds are available on IU Bank's account, the transfer to Mr. Broce will be initiated."

5. As it appears from the plain language of the email sent by counsel for IU Bank, the transfer of the funds will be "initiated" tomorrow when "funds are available" (thus failing to comply with the term the Bank agreed to transfer the funds that was today.) Mr. Broce does not yet know when the transfer will be reflected in his account, if at all, since the email conditions the initiating of the transfer when the alleged funds transferred to IU Bank are "available."

6. Therefore, the Amended Order of Attachment requested yesterday by Plaintiff **[Docket. No. 42]**, agreed by consent between the parties is therefore executable by Plaintiff at this time. **[Docket No. 40]** Should the transfer of the funds be received by Plaintiff before the execution of the Order of Attachment, the attachment may become moot.

WHEREFORE, José G. Broce Pinilla respectfully requests that the Court takes notice of Defendant's International Union Bank, LLC., failure to comply with its agreement to make the transfer of funds to Plaintiff, and that Plaintiff can now execute the Order of Attachment by Consent.

RESPECTFULLY SUBMITTED,

In San Juan, Puerto Rico, on December 6, 2023.

WE HEREBY CERTIFY that, on this same date, we electronically filed the foregoing with the Clerk of the Court using the CM/ECF system.

[Signatures on following page.]

/s/ Ramón Coto-Ojeda
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